TA- 38 00 830903 Vol. 1183 Page 21011 31412 STANDARD FORM UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 JULIUS BLUMBERG, INC. NYC, 10013 E INSTRUCTIONS:
PIEASE TYPE this form. Fold only along perforation for mailing:
Remove Secured Party and Pebtor copies and send other 3 copies with interferend carbon paper to the tiling afficer. Enclose tiling fee.
If the space provided for any item(s) on the send other 3 copies with interferend carbon paper to the tiling afficer. Enclose tiling fee.
If the space provided for any item(s) on the send other 3 copies with interferend carbon paper to the tiling afficer. Enclose tiling fee.
If the space provided for any item(s) on the send other 3 copies of the financing statement, the second party indicates the number of additional sheets attached.
If collectrol is crops or goods which are or are to become finance, describe generally the real ende and give name of record owner.
At the ime of original diag, tiling officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination legend and use that copy 83 This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 1. Debtor(s) (Last Name First) and address(es) 3. Maturity date (if any): Diamond Holdings Inc. 161 West Putnam Avenue Greenwich, Connecticut 06830 Att: Secretary 2. Secured Party(ies) and address(es) Manufacturers Hanover Trust Company and Leslie Howard Savran, as Trustees 40 Wall Street For Filing Officer (Date, Time, Number, and Filing Office) 12-8-83 New York, New York 10015 Att: Escrow Administration Vol. M83 Page 21011 ⁴ This financing statement covers the following types (or items) of property: All property, now or hereafter existing, described in Exhibit B which, with Exhibit A, is made a part hereof. This financing statement covers, among other things, fixtures, timber to be cut, crops (except Excluded Property, as defined in Exhibit B) growing or to be grown, minerals or the like (including oil and gas) and accounts and proceeds from the sale thereof. Certain of the goods described in Exhibit B standing on, the crops are growing or to be grown on, and the minerals or the like (including oil and gas) are located upon, the real property described in Exhibit A. The beneficial owner of the real property is the Debtor. The THIS FINANCING STATEMENT IS TO BE FILED, INDEXED, NOTED AND RECORDED IN THE REAL ESTATE RECORDS. 4. This financing statement covers the following types (areitems) of property 5. Assignee(s) of Secured Party and Address(es) This statement is filed without the debtor's signature to perfect a security interest in collateral. (check 🔀 if so) already subject to a security interest in another jurisdiction when it was brought into this state. Filed with: which is proceeds of the original collateral described above in which a security interest was perfected: Klamath County, Check 🔀 if covered: 🔀 Proceeds of Collateral are also covered. 🔀 Products of Collateral are also covered. No. of additional Sheets presented: DIAMOND HOLDINGS INC. MANUFACTUSERS HANOVER TRUST COMPANY, as By: LESLIE HOWARD SAVRAN, as Trustee Trustee Bv (1) Filing Officer Copy-Alphabetical Debtor(s) Signature(s) of Secured Party(ies) STANDARD FORM - FORM UCC-1. (For Use In MostuStates) Return to. Tioor Title 321 SW 4thave Portand Or 97204

Exhibit A

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DESCRIPTION

PARCEL 1

Township 25 South, Range 6 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 13: Et

Section 24: NE4, E5W5, N5SE4, SW4SE4

Section 25: NW1, SE1SW1

Township 25 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 18: Lots 1, 2, 3 and 4

Section 19: Lots 2 and 3

AND

The Northwest guarter of the Northeast guarter of Section 33, Township 28 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2

The SISEL, NEISEL, SELNEL Section 24, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NE½NW½, NW½NE½ Section 25, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The WinEi, NEinEi Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Government Lots 4 and 5 Section 19, Township 23 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Government Lots 7, 10 and 15, Section 18, Township 23 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NW%SW%, SW%NW% Section 2, Township 23 South, Kange 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Government Lots 2, 3, 4 SW1NW1, SE1SW1, SE1 Section 3, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, Order No. 38-24922 Page 9

The N¹₅, E¹₅SW¹₂, NW¹₂SW¹₂, NW¹₅SE¹₄ Section 4, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of The Nk Section 5, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The SW1, SELNW1, SISE1, NELSE1 Section 9, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of The E4NW4, NE4SW4, NE4, SE4, S4SW4 Section 10, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, The SE4NW4, W5SW4, SW4NW4 Section 11, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of The ESSE's, WSNW's, SWSSW's Section 14, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The WSSEL, WS, WSNEL Section 15, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The N4, E3SE's Section 20, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The NLN's Section 21, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The SEL, WLNEL, NLSWL, SLWWL Section 22, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of The ELES, NW&NW: Section 23, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The W5SW4 Section 24, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The SE4SW4 Section 25, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; NEWNEY, SYNEY, NWYSEY, SW4SE4, Portion of SE4SE4 lying Northwest of Road and SE4SW4 lying East of River, Section 26, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The NW1, W15W1, SE1SW2 Section _8, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The SELSEL, ELNEL, NELSEL Section 29, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The Eigher Section 32 Township 23 South Range 9 East of the Willerette

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• Order No. 38-24922 Page 10 21014 The Winwi, SWiSWi, NWiSEi, NEiNWi Section 33, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, The SHSEH Section 34, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The NyNEL, SWLNEL, SELNWL, SEL, ESSWL, SWLSWL Section 35, Township 23 South, Range 9 East of the Willamette Meridian, in the County of The WisEi, NEL, SELNW: Section 36, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. Lots 1, 2, 7 and 8, WisEi Section 8, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. SELSWL Section 11, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The SiNE's, NWINE's, NE'INW's, WSSW's Section 21, Township 24 South, Range 8 East of the Willamette Meridian, and NW4NW4 Section 28, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The WigNE's Section 2, Township 25 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The SHSEL, NWHSEL Section 25, Township 25 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The WinE's, Etnwis, NE'sSW's Section 1, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The W5NW5, NE5NW5 Section 2, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. The NE, SWE Section 2, Township 24 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon. All Section 5, Township 24 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon. PARCEL 3

The WHSEL EXCEPT any portion lying within Little River Ranch Plat and the EHSWH Section 2, Township 23 South, Range 9 East of the Willamette Meridian, and NWHNEL Section 11, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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Exhibit B to Financing Statement of DIAMOND HOLDINGS INC., as Debtor

This financing statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in and to the following (the "Collateral"):

(a) All equipment in all of its forms, wherever located, now or hereafter existing (including, but not limited to, all rolling stock, cars, trucks, buses, boats, timber cutting or hauling machinery, road graders, saws, cranes, front end loaders, tractors, other motorized vehicles and other wheeled and tracked vehicles), and all parts thereof and all accessions thereto (any and all such equipment, parts and accessions being the "Equipment");

(b) All inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, (i) all cut timber, wood, lumber, pulp, wood products, wood chips, sawdust, millwork, molding, packaging products, paper, stationery, paper products, tissue products, building supplies, hardware, paint, roofing materials, tools, appliances, egg packaging machinery, and poultry equipment of whatsoever kind or nature and raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind, and (iii) goods which are returned to or repossessed by the Debtor), and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions products and documents being the "Inventory");

(c) All aircraft, regardless of form, wherever located, now or hereafter existing, including, but not limited to, each airframe and engine and all parts, accessions, appliances, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature which may from time to time be incorporated or installed in or attached to any airframe or engine (any and all such airframes, engines, parts, accessions, applicances, instruments, appurtenances, accessories, furnishings, and equipment being the "Aircraft");

(d) All accounts, contract rights, chattel paper, instruments (except to the extent covered below in subsection (e) below), general intangibles and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods, the rendering of services or the sale or other disposition of any other asset, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the "Receivables"), and any and all such leases, security agreements and other contracts being the "Related Contracts");

(e) All promissory notes and other debt or equity instruments payable or endorsed to the Debtor, or bearer, whether now or hereafter existing, including, without limitation, (i) all notes received from time to time from purchasers or other transferees of assets of the Debtor or its Subsidiaries or otherwise; and (ii) all notes and other obligations of Diamond Participations Inc. arising out of any loans or advances or transfers of property from the Debtor; together with all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for such notes and instruments (any and all such notes and instruments being the "Pledged Instruments");

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(f) The Timberland Option Agreement (the "Travelers Agreement"), dated August 6, 1982, between Acquisition and The Travelers Corportion, any contracts by which the Debtor is given cutting any conclusion by which the perior is given cutom rights to timberland (to the extent permitted by law), and any other contracts which give the Debtor the right to receive income or receive a benefit, as each such agreement may be amended or otherwise each such agreement may be amended of otherw, modified from time to time (said agreements, including the Travelers Agreement, as the same may be amended or modified, being the "Assigned Agreements") including without limitation (i) a De amended of moulfied, being the Assigned Agreements"), including, without limitation, (i) all rights of the Debtor to receive money due and to become due under of nursuant to the Accided become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements, and (iv) all rights of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; (g) To the extent not included above, all farm products including crops (except for almonds grown products including crops (except for almonds yre Debtor and all honey therefrom (all such almonds, bees and honey being "Excluded Property")), livestock and cumplics used in farming operations livestock and supplies used in farming operations (h) To the extent not included above, all wheresoever located; timber to be cut, all minerals and all fixtures wheresoever located; and (i) All proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Trustees are the loss payee (WHELHEL OF HOL CHE HUBLEED ALE CHE 1035 Fayed thereof), or any indemnity, Warranty or guaranty Dayable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. STATE OF OKEGON: COUNTY OF KLAMATH: 55 I hereby certify that the within instrument was received and filed for record on the Oridan of December A D 1002 states o'clock P M, STATE OF OREGON: COUNTY OF KLAMATH: SS I nereby certify that the within instrument was received and in record on the <u>8thday of December</u> A.D., 19<u>83</u> at <u>3:42</u> or and duly recorded in Vol <u>M83</u>, of <u>Mortgageson page 21011</u> by Pam mul 'deputy

Fee \$ 28.00